

## ALBATROSS GROUP STANDARD TERMS OF BUSINESS FOR HOTEL RESERVATIONS

The agreement constitutes an agreement between the Albatross Group of Companies (Albatross Travel Group Ltd., Albatross Incoming Tours Ltd., Success Tours Ltd., Albatross Motoring Ltd. and any other company within the Albatross Group of Companies), whose registered offices are at 14 New Hythe Lane, Larkfield, Aylesford, Kent, ME20 6AB (hereinafter 'Albatross'), acting as Agents on behalf of our clients and not as principals, and the contracted hotel (hereinafter 'the hotel').

### 1. DEFINITIONS

Throughout these Terms of Business ('terms') 'we', 'our', 'us' refer to Albatross. 'You', 'your' refer to the company, partnership or other entity which manages and operates the hotel with which Albatross contracts accommodation services. 'Passenger(s)' refers to person(s) staying as a guest and member of a group booked by Albatross. 'Group(s)' refers to any number of passengers travelling together as a party. 'Services' refers to the accommodation and related services to be provided by the hotel under this agreement. The 'Client' refers to the party for whom we act as agents.

### 2. AGENCIES

Where we contract accommodation through an incoming handling agency or other intermediary ('agency'), then the words 'you', 'your' etc., refer to that agency as well as to the operator of the hotel. The agency agrees to be bound by these terms and liable to us jointly and severally with the hotel and to enforce upon the hotel which includes all of these terms.

### 3. CONTRACT

A contract ('contract') between us and you is formed on date of issue of confirmation to you of the hotel reservation, which includes or refers to these terms and states our written requirements for the accommodation services to be provided you on behalf of our client.

### 4. CONFLICTING TERMS

It is your responsibility to bring to our attention any law or other requirement with which you have to comply, which may affect us or our client, or any standard terms which conflict with these terms, save that in any event these terms shall prevail over any such standard terms of your own.

### 5. GROUP NAME

Groups must always be referred to by the client or group name as advised by us on the contract or in documentation supplied to you prior to arrival.

### 6. PASSENGER NUMBERS

A confirmation of passenger numbers will be provided to you, on a rooming list, not later than the date stated on the contract, or at least 14 days prior to group arrival, whichever is the shorter.

### 7. LATE BOOKINGS

Our clients need to accept late bookings. You are required to make all reasonable efforts to hold extra rooms for as long as possible, subject to liaison between you and us, to ensure any rooms not sold by our client are released back to you without penalty charges becoming due.

### 8. MINIMUM GROUP SIZE

Recognising that we and our clients sometimes operate, rather than cancel, tours with very low passenger numbers, the minimum number of passengers shall be 10 for contract to remain valid.

### 9. CANCELLATIONS

The latest date we may cancel an entire group without charge is shown on the contract but, unless otherwise agreed by both parties in writing, it is 28 days prior to arrival of the group. Partial cancellation of individual passengers in a group is permitted without charge at any time, subject to the total number of passengers in the group remaining above the minimum group size.

### 10. OVERBOOKINGS & BOOK OUTS

Save in the event of a force majeure event, overbookings and book outs are not acceptable under any circumstances. In the event you are forced to book out a passenger or group to alternative hotel accommodation, including your agreement to accept the awarding of a Government contract, you agree to source and contract the alternative. The alternative must be of comparable or superior standard both in terms of hotel quality and location. The judgement of what is comparable will be at our sole discretion. In the event of a book out, you will be liable for compensation arising from claims made by our client(s) against us. All obligations under by the original contract between us shall remain in force as if the group had been accommodated in your hotel and will apply equally for a transfer of part, or all, of any group booked out.

### 11. LIABILITY

We will not be liable to you or to third parties for injury/loss of or damage to property caused by our clients or passengers. In the event of such injury, loss, or damage it is your responsibility to obtain redress directly from the party concerned, although we will endeavour to assist you if necessary.

### 12. INDEMNITY

You will indemnify us against all demands, claims, proceedings, fines, liabilities, damages, costs, losses and expenses (including legal costs, expenses and fees) which are made against us arising out of any act, omission, negligence or breach of contract by you or your employees, agents, representatives or sub-contractors.

### 13. FORCE MAJEURE

Neither party will be liable for any loss/damage caused by circumstances outside its control including, without limitation an 'Act of God', war or the threat of war, riot, civil strike, industrial dispute, violent or disruptive civil or political unrest, terrorist activity, natural or nuclear disasters, endemic or pandemic of a notifiable illness, extreme weather conditions, customer insolvency or other event where unusual and unforeseeable consequences could not have been avoided, even if all due care had been exercised. If a contracted reservation is cancelled due to such a force majeure event, you will refund any deposit or other pre-payment, which may have been paid.

### 14. COMPLIANCE

You warrant that your hotel complies with all laws, rules, and regulations directly or indirectly applicable to the provision of your services including, without limitation, those relating to construction, maintenance, insurance, sanitation, hygiene, fire, and health and safety. You/your employees will refrain from any acts or omissions which might endanger the health or safety of passengers. You will ensure all your staff are properly trained for

evacuation of guests in the event of emergency. You will produce to us, on request, all relevant certificates, licences, and approvals.

**15. INSURANCE**

You will take out/maintain appropriate/adequate insurance in respect of your obligations and liabilities to us, our clients and passengers including, without limitation, insurance against fire, storm, flood, public liability and the indemnities set out in these terms. Your public liability cover must be at least £1,000,000 (one million pounds sterling) per person per incident, or the equivalent in your local currency. You must produce, at our request, insurance certificates or premium receipts or conclusive evidence that you have the specified insurance cover in force.

**16. DESCRIPTIVE MATTER**

You warrant that all brochures, website information and other descriptive matter which you provide to us, will be accurate. You will inform us, within 28 days, of any change to your hotel, which results in any descriptive matter you have supplied to us becoming inaccurate, any change which results in rooms contracted being no longer available, or any change to the official or unofficial classification of your hotel.

**17. QUALITY OF SERVICES**

You warrant to us that you will provide the contracted services with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services and the services will conform with all descriptions and specifications provided to you by us. The services will be provided in accordance with all applicable legislation, and you will inform us as soon as you become aware of any changes in that legislation that may prevent you from providing the contracted services.

**18. WITHDRAWAL OF FACILITIES**

You undertake that all facilities described and usually provided by your hotel will be available during our groups' stay. If necessary, alternative arrangements will be made for passengers if such facilities are withdrawn or reduced. You must notify us of any change, and you will be liable for any claim for compensation as a result of your failure to notify us adequately.

**19. BUILDING WORK**

You must immediately inform us of any proposed building, alteration or renovation work taking place either at your hotel or within the vicinity of the hotel perimeter, which may affect the quality of the passengers' stay. We will be entitled, at our sole discretion, to cancel the reservation without penalty if we consider such work will adversely affect the quality of the passengers' stay. You will be liable if we claim for compensation following your failure to inform us of any such work.

**20. COMPLAINTS**

If you or member of your staff receives a complaint from any passenger, driver, courier, or other person connected to us, you will promptly attempt to find an appropriate solution. If, to your knowledge, any complaint about your services remains unresolved when a passenger or group leaves your hotel, you will immediately inform us and assist us in dealing with claims for compensation made as a result of the complaint. You agree to respond to written complaints within 48 hours of receipt.

**21. CONFIDENTIALITY**

No part of our contract/dealing with you may be discussed, shown to, or in any other way disclosed to, our drivers, couriers, passengers or third party without the express prior permission of us.

**22. SOLICITATION**

Recognising the role of a wholesaler in generating business for you and promoting your hotel, you agree not to solicit business directly from our clients. If you accept a booking direct from a client that contracted through us to travel to your hotel within the last 2 years, then you may be liable to pay us a commission not exceeding 5% on any such booking. The allocations contracted by Albatross are for use by any client of Albatross.

**23. INVOICES & PAYMENT**

We require you to supply us with a final, dated tax invoice in respect of services provided, irrespective of any deposit payments in advance of the date of travel. Invoices must be received by us within 14 days of the group's departure. We will settle all invoices within 31 days of receipt. In the event of complaint, where compensation may be due to be paid to our client, we will only withhold that part of your invoice equal to a probable level of compensation that may be required to be paid. Except in exceptional circumstances, such as your failure to engage in resolving the complaint, we will not pay compensation to our clients without first consulting you. If any dispute between you and us cannot be resolved, we reserve the right to pay compensation to our clients and withhold an equivalent amount from our final payment to you. You agree that any such amount shall not prejudice any other reservations made by Albatross or the services provided to subsequent groups contracted to stay at your hotel.

**24. EXTRA CHARGES**

We will not be liable to you for any extra charges incurred by our clients or passengers for services which we have not specifically set out on the contract, such as, but not limited to, portorage, drinks and meals, etc. It is your responsibility to obtain payment for such items directly from the passenger or group.

**25. RELATED COMPANIES**

The hotel agrees that all agreed rates, and terms and conditions contained in this contract, will also be honoured, and made available to all companies within the Albatross Group of Companies.

**26. TRANSFER OWNERSHIP**

In event of sale of the hotel this contract shall form part of the conditions of sale of the hotel. Albatross may elect to continue/cancel this agreement.

**27. WAIVER**

No delay or failure on the part of either party in enforcing any provision in this agreement shall be deemed to operate as a waiver or create a precedent or in any way prejudice that party's rights under this agreement.

**28. DATA PROCESSING**

In order to comply with the General Data Protection Regulation, (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016) (hereinafter 'GDPR'). Personal Data (data relating to individuals) may be shared by Albatross with the hotel by email, fax or post. The hotel is permitted to retain the Personal Data, for no longer than it is required for legitimate business interest or to meet legal obligations and in order to fulfil

bookings for travel services made by Albatross with the hotel. Any communication sent by Albatross to the hotel that contains Personal Data will detail the Data Controller if this differs from Albatross.

The hotel is permitted to store Personal Data on any reservation or accounting system used to manage travel bookings. The hotel agrees that once the Personal Data retention purpose has been fulfilled all Personal Data that is in hard copy format will be securely shredded, any email communication that contains Personal Data will be permanently deleted and that Personal Data will not be used for any purposes other than to fulfil bookings for travel services unless consent is obtained directly from the Data Subject.

The hotel must; only act on the written instructions of Albatross (unless otherwise required to do so by law); ensure that employees processing the data are subject to a duty of confidence; take appropriate measures to ensure the security of processing; only engage a sub-processor with the prior consent of Albatross and a written contract; assist Albatross in providing subject access and allowing data subjects to exercise their rights under the GDPR; assist Albatross in meeting its GDPR obligations in relation to the security of processing, notify Albatross of Personal Data breaches and data protection impact assessments; delete or return all Personal Data to Albatross as requested at the end of the contract and submit to audits and inspections providing Albatross with whatever information it needs to ensure that they are meeting their Article 28 obligations. The hotel must inform Albatross immediately if it is asked to do something which infringes the GDPR or any other data protection law of the EU or a member state.

Albatross agrees to fulfil all its own duties to ensure compliance with the GDPR, nothing within this contract relieves the hotel of its own direct responsibilities and liabilities under the GDPR.

## **29. GOVERNING LAW & JURISDICTION**

All contracts between you and us will include the terms stated here and will be governed according to English law. Any dispute will be jurisdiction of courts of England and Wales. Any part of the terms found to be invalid or unenforceable, and then the remaining terms will not be affected but will remain enforceable. Failure by Albatross to enforce any of the provisions shall not be construed as a waiver of its rights nor affect the validity of the agreement nor prejudice Albatross as regards subsequent action.